

## GENERAL INFORMATION ON WOODLAND PARK SUBDIVISION PHASE 3

1. This document is to be SIGNED, DATED AND ATTACHED TO EACH EARNEST MONEY RECEIPT AND AGREEMENT TO SELL AND PURCHASE. The information contained herein is designed to be helpful and answer questions commonly asked. However it may or may not be all inclusive.
2. The lands located in Woodland Park Subdivision have been developed and are being sold by Gooch Hill West, LLC, hereinafter referred to as the "Developer".

The lands have been developed and platted in conformance with state and local subdivision regulations and standards. The restrictions as to usage for this land are set forth in the Declaration of Covenants, Conditions and Restrictions for the Woodland Park Subdivision Phase 1, 2 & 3 and local zoning regulations. A buyer should carefully review the Declaration of Covenants, Conditions and Restrictions and Design Guidelines for the Woodland Park Subdivision Phase 1, 2, & 3 and check the applicable zoning regulations to make certain the buyers intended plans for the lot are permitted ([www.woodlandparkbn.com](http://www.woodlandparkbn.com)). A buyer should review a copy of the plat of the subdivision, and be aware of the zoning of adjacent properties.

3. The Seller is providing title insurance with American Land Title to assure that the Buyer receives marketable title. Any exceptions shall be set forth in the general and special exceptions shown on the preliminary title commitment, which shall be furnished to the Buyer prior to closing. A Buyer should carefully review the exceptions.

Upon full payment of the purchase price, the buyer shall receive a Warranty Deed conveying merchantable title to the property, subject to the general and special exceptions noted in the title insurance policy.

4. Water and sewer are provided by the RAE Water and Sewer District at their standard rates. Buyer should check with the RAE Water and Sewer for current rates. (406.586.3930)
5. Power, gas and telephone lines will be provided underground by the Developer in the utility easements of Woodland Park Subdivision Phase 3. Any subsequent fees charged by the various utilities for the hookup are to be paid for by the buyer.
6. Fire Authority: RAE Fire District is the local fire authority. All structures over 3,600 sf are required to have fire suppression. Unfinished basements do not count towards this 3,600 sf.
7. Property taxes are based upon the appraised value of the lot together with improvements, and are determined by the county assessor.

8. All on site improvements including paved streets, sewer lines, water lines, curb and gutter and necessary utilities within the Woodland Park Subdivision Phase 3 are being completed by the developer at his cost and no assessment will be made to the lot owner for these improvements.

9. Site Drainage: Each lot shall provide cumulative storage capacity of 25 cubic feet per Section 12.16 of the Master Covenants.

10. City standard, residential sidewalks (including a concrete sidewalk section through all private drive approaches) shall be constructed on all public and private street frontages of a property prior to occupancy of any structure on the property. Upon the fifth anniversary of the plat recordation of any phase of the subdivision, any lot owner who has not constructed said sidewalk shall, without further notice, construct within 30 days said sidewalk for their lot(s), regardless of whether other improvements have been made upon the lot.

11. Due to the relatively high groundwater table within the east lots of Phase 3, it is not recommended that structures with full or daylight basements be constructed. At this time it is recommended that the following lots are built on a slab: Block 15, Lots 3, 4, 5, & 6; Block 19, Lot 1. Basements may be approved on the following blocks: 16, 17 and 20.

12. Woodland Park Major Subdivision Property Owner's Association shall establish annual assessments for each lot. Currently, ROA dues are \$75.00 per quarter. This includes mowing and maintenance of parks and trails and snow plowing of roads.

13. Impact fees: Woodland Park is within Gallatin County, and is currently not subject to impact fees. If the County implements impact fees they would be the responsibility of each owner and are assessed at the time a land use permit is issued.

14. Setbacks: Building setbacks on lots that are less than 10,000 sf are 25 feet from the front of the street, 20 feet from the rear lot line, 8 feet on the sides adjoining other lots or parkland and 15 feet on corner lots from the front of the street. Building setbacks on lots that are greater than 10,000 sf are 25 feet from the front of the street, 25 feet from the rear lot line, 12 feet on the sides adjoining other lots or parkland and 15 feet on corner lots from the front of the street. Allowed encroachments to these setbacks are outlined in Section 1.05 of the Residential Design Guidelines.

15. Landscape guidelines: All Woodland Park lots are subject to strict landscaping guidelines outlined in Section 1.05 of the Residential Design Guidelines. In addition to these guidelines, all lot owners shall install underground sprinkler systems and sod on their lots within 7 months of occupancy.

16. Fiber ready subdivision: Woodland Park is a fiber ready subdivision, therefore inside wiring should meet fiber standards. Please request a copy of these standards from the DRC.

17. Storm Water Management Plan: Woodland Park would like to minimize and try to eliminate sediment tracked into the street and carried into the storm water collection system, as it can be costly to the homeowners to clean or rebuild. The following items will be required of builders and homeowners in the Woodland Park Subdivision.

- a. Shovel and sweep street if sediment is tracked into the street on a daily basis.
- b. Install gravel driveway at the beginning of house construction when backfilling the foundation.
- c. Minimize traffic around the house and encourage contractors to use the gravel driveway to access the house.
- d. Talk with sub-contractors about access to the house to minimize sediment in the street.

18. One of the owners is a licensed realtor in the state of Montana.

As Woodland Park houses are completed and owners move in, taking these steps on keeping our streets clean will only add to the value of homes. Nobody wants to drive through the mud and into their garage every day.

The undersigned acknowledges that \_\_\_\_\_ has read through the foregoing and has received a copy of the Final Plat map for Woodland Park and the recorded Declaration of Covenants, Conditions and Restrictions prior to entering into a contract to purchase a lot(s) located in Woodland Park Subdivision.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

**SALES REPRESENTATIVE'S CERTIFICATION**

I hereby certify that I have made no statements contrary to the above information.

SALES REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_